

7544

6/30/94

CAFETERIA AGREEMENT

between

JONESVILLE COMMUNITY SCHOOLS, hereinafter referred to as the Employer

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547 - A B C
AFL-CIO, hereinafter referred to as the Union

Jonesville Community Schools

Effective Date: November 4, 1991

Expiration Date: June 30, 1994

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ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the Employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

Non-Discrimination

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as, the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, sex, color, religion or national origin.

ARTICLE III

Union Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.
- B. The term "employee" as used herein shall include all full time and part time employees, but excluding supervisory and temporary employees.

ARTICLE IV

Membership Dues or Agency Shop Service Fee Deduction

All employees employed in the bargaining unit or who become employees in the bargaining unit, who are not already members of the Union, shall within sixty (60) days of the effective date of this provision or within sixty (60) days of the date of hire by the Board, whichever is later, become members or in the alternative, shall within sixty (60) days of their date of hire by the Board, as a condition of employment, pay to the Union each month a service fee, to be determined by the Union but, shall not be in excess of the regular monthly Union membership dues uniformly required of employees of the Board who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues or fees.

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union shall co defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than forty (40) days after such deductions were made.

ARTICLE V

Management Rights

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer or to suspend, discharge or demote employees for just cause, subject however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

The Employer will take reasonable measures in order to: 1) provide heat, light and ventilation to employees at their place of work; 2) control drafts, noise, toxic fumes, dust, dirt, grease and job hazards to which employees are subject at their place of work.

ARTICLE VI

New Jobs

- A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such a new or revised job description, specification and classification, rates of pay and to place them into effect. Whenever new buildings or a job is made operational the Employer shall establish the job description.
- B. The Employer will notify the Union of such new or changed job and will within thirty (30) days after such new or changed job is established, meet with the Union to discuss the rate and classification.

ARTICLE VII

Jurisdiction

- A. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered under this Agreement only for the purpose of instructional training, experimentation or in cases where there would be no employee in the bargaining unit available to perform such work, except for the work that has been performed historically by the Food Service Director. The Food Service Director shall hire substitute employees only for full day absences of full time employees.
- B. It is agreed between the parties that any employee who works less than the established hours in his/her classification and is covered by this Agreement, shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement, based upon the hours the employee works for the Employer. However, substitute and casual employees are excluded from any and all of the provisions of this Agreement.

ARTICLE VIII

Contractual Work

The right of contracting or subcontracting is vested in the Employer. However, the Employer shall not contract or subcontract services of an outside agency to enter the premises for reasons of providing on site food preparation and/or distribution. In the event of a personnel cutback or a phase out of work for any reason, the employees covered by this Agreement shall be allowed to exercise their seniority rights to displace less senior employees covered by this Agreement, provided, however, said senior employees have the required qualifications to perform the work required in the classification.

ARTICLE IX

Discipline - Discharge

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated cause with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules, as appear in the school policy book.

ARTICLE X

Transfers and Promotional Procedure

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within ten (10) working days from the date of vacancy, and the employees shall be given five (5) days time in which to make written application. The senior employee making application may be transferred to fill the vacancy or new position, provided the applicant is best qualified to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: 1) type of work; 2) the starting date; 3) rate of pay; 4) hours to be worked; 5) classification.
- B. Temporary transfers to a higher classification are not to exceed ten (10) working days during which period of time there shall be no difference in the rate of pay. If the transfer exceeds the ten (10) working days then the employee shall receive the rate of pay for that classification for all hours worked in that classification.
- C. Temporary transfers shall be for a period of no longer than thirty (30) days of transfer (except extensions by agreement). After thirty (30) days, transfers shall be considered an open position and be posted.
- D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year, such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI

Seniority

- A. Employees shall be regarded as probationary employees for the first sixty (60) working days of active employment from their last date of hire. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- B. Probationary employees completing their probationary period satis-

Article XI - Seniority Cont'd

factorily shall be granted seniority to date of hire. Employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer.

- C. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay off shall have the right to displace a lesser senior employee who is on a classification previously held by the employee; provided, the senior employee is qualified to hold the position held by the least senior employee.
- D. An employee shall lose her seniority for the following reasons:
 - 1. Employee resigns.
 - 2. Employee is discharged for cause.
 - 3. Employee is absent for one (1) working day without notifying the Employer and/or without good and sufficient reason.
- E. Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require an absence from work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during the term of office and at the end of such term shall be entitled to resume regular seniority status and all job recall rights.
- F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- G. During the term of office the Chief Steward shall be deemed to head the seniority lists for the purpose of shift preference, lay off and recall rights, provided the steward is qualified to do the required work. Upon termination of the term, the steward shall be returned to the regular seniority status.

ARTICLE XII

Visitation

- A. After presentation of proper credentials to the Superintendent of Schools or his designee, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the building of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievance; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school system and its students.
- B. Personal telephone calls shall be restricted to break times except in the case of an emergency.

ARTICLE XIII

Grievance Procedure

A grievance shall be a direct or an alleged violation of this contract.

Step One

- A. An employee having a grievance shall present it orally to the cafeteria manager.
- B. If the grievance is not settled orally, the employee, within twenty four (24) hours, may request the supervisor to call the steward.

Step Two

- A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired.
- B. The aggrieved employee and her supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Superintendent within five (5) working days from the date of Step One A above.

Step Three

- A. The steward and Union representative shall meet with the Superintendent to discuss the grievance within five (5) days of its written submission to the Superintendent.
- B. The Superintendent shall give his decision in writing relative to the grievance within ten (10) days of his meeting with the steward and Union representative.

Step Four

- A. Within five (5) working days, if the Union so requests the Board or its representative will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon.
- B. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State law.

Step Five

Individual employees shall not have the right to process a grievance at Step Five.

- A. If the appealing party is not satisfied with the disposition of the grievance at Step Four, it may, within ten (10) days, refer the matter to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, then one shall be selected by the American Arbitration Association in accordance with its rules.
- B. Neither party may raise a new defense group at Step Five not previously raised or disclosed at other written steps. Each party shall submit to the other party not less than one week prior to the hearing a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union; subject to the right of the Board or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

D. Powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall render his decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
2. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
3. The arbitrator shall have no powers to interpret state or federal law.
4. He/she have no power to change any practice, policy, or rule of the Board nor substitute their judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
5. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, any arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability issue before proceeding to the issue on the merits. In the event that a case is appealed to the arbitrator on which he/she has not power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
8. The fees and expenses of the arbitrator shall be paid by the non-prevailing party, except in the event that the arbitrator does not make an award which clearly grants either party the decision on the arbitration award, the fees and expenses of the arbitrator then shall be shared equally between the parties.
9. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.

ARTICLE XIV

Leaves of Absences

- A. Leaves of absence without pay shall be granted for reasonable periods of time for the purposes listed below:
 1. Physical or mental illness
 2. Child Care
 3. Training related to an employee's regular duties in an approved educational institution
 4. Prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same household.
- B. All requests for leaves of absence shall be made in writing to the Food Service Director stating the reasons and the approximate length of leave requested and a copy shall be sent to the Union.

Article XIV - Leaves of Absences Cont'd

- C. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer. Child Care leaves shall not exceed nine (9) months. Probationary employees shall not be eligible for leaves of absence.
- D. Two days a year may be used for personal business. The purpose of this leave would be to relieve the employee of a financial hardship in situations over which they have no control. Personal business means an activity that requires the employee's presence during the work day and of such nature that it cannot be attended to at another time. Applications for business leave must be submitted to the Food Service Director in writing in advance at least one (1) week (except in an emergency a shorter notice may be acceptable). Personal business days shall not be granted prior to or the day following a vacation or holiday. Unused personal leave days each year will accumulate as sick leave days.

ARTICLE XV

Hours and Work Week

Section 1

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- B. The normal work day for the cafeteria helpers covered by this Agreement shall be scheduled by the Food Service Director, but shall not exceed six and one-half (6½) hours per day including lunch, without the permission of the superintendent.
- C. The normal work year covered by this Agreement includes the following:
 - 1. Cafeteria workers shall be scheduled for a minimum of 178 days x (times) 6.5 hours daily = (equals) 1157 hours per year.

Section 2

- A. Overtime rates will be paid as follows:
 - 1. Time and one half (1½) will be paid for all time worked in excess of eight (8) hours in a twenty four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
 - 2. One and one half (1½) times the base rate shall be paid for all hours worked on Sunday or a holiday.

Section 3

- A. Overtime shall be divided and rotated as equally as possible according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

Section 4

- A. Each employee covered by this Agreement shall be entitled to one fifteen (15) minutes rest period per work day. Such rest periods shall be granted to the employees at different periods so as not to disrupt the orderly operations of the lunch program.

Section 5

- A. Employees shall not be required to work on days when school is not in session due to inclement weather or other conditions not within the control of the Board of Education. They shall receive their regular pay for those days.
- B. Any employee required to work any rescheduled days shall be paid for all those days so scheduled and worked.

ARTICLE XVI

Uniform Allowance

All employees covered by this Agreement shall receive a uniform allowance of one hundred (\$100.00) dollars with the first payroll of the contract year. New hires shall receive a pro-rated portion of the total allowance after having successfully completed the probationary period. Upon separation prior to the end of the contract year, the remaining pro-ration of unearned clothing allowance shall be deducted from wages due. Employees may use a portion of the uniform allowance for white shoes at their discretion.

Employees are to submit documentation verifying the purchase of uniforms or white work shoes. If no such documentation is presented by December 1st of each year, then the school district is authorized to deduct the uniform allowance from the next regularly scheduled payroll period.

All absences that are beyond the control of the employee shall not effect the uniform allowance.

ARTICLE XVII

Jury Duty

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days.

ARTICLE XVIII

Sick Leave and Funeral Leave

- A. Each full time employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per school month, part-time employees shall receive pro-rated portion of sick days per school month worked with a limit of 95 days. It is understood that part-time employees shall be entitled to prorated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.
- B.
 1. Sick leave shall be granted to an employee when incapacitated from the performance of duties by sickness, pregnancy, injury or for medical, dental or optical treatment; provided, that an employee must immediately notify the Employer in the case of pregnancy and shall then be granted a leave of absence immediately. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to contagious disease, the presence of the employee at their employment positions would jeopardize the health of others. The Employer may request a medical certification from a physician to verify that failure to work was due to illness.
 2. An employee who has exhausted all accumulated sick leave days and is unable to work because of personal illness or disability shall be granted a leave of absence without pay for the duration of the illness or disability up to one (1) year. The employee may be required to provide a physician's statement indicating the inability to return to work. A physician's statement verifying that the employee is capable of returning to work may be required. Such leaves of absence shall not affect the employee's seniority rights, except that sick leave and seniority rights will not accrue during such leave of absence.

C. Funeral Leave:

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, spouse, children, grandchildren, parents, mother-in-law, father-in-law, brother and sister; three (3) days will be granted off with pay for death of grandparents, brother-in-law or sister-in-law.
2. Employees may be granted, by the Superintendent, one day with pay to attend funerals of others. The decision of the Superintendent, in each case, shall not be subject to the grievance procedure.

ARTICLE XIX

Retirement

- A. Cafeteria employees shall be allowed to retire at any age, however, an employee may be permitted to continue in employment with the School District to the extent as provided by State and Federal laws relative to employee retirement.
- B. Cafeteria employees retiring or severing employment and having qualified for the payments under the Michigan School Employee's Retirement System or the Federal Social Security System shall be reimbursed according to the schedule below. This benefit is only available to employees that have been in the employ of the district for fifteen (15) or more years:
 1. Those working over four (4) hours daily will receive \$10.00 for each unused sick leave.
 2. Those working four (4) or less hours daily will receive \$6.00 for each unused sick leave day.
 3. The district will pay this benefit to a maximum of sixty (60) days.

ARTICLE XX

Classification and Compensation

- A. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.
- B. The Employer shall pay five (5%) percent of wages to the Michigan School Employees Retirement System.
- C. A twenty five hundred dollar (\$2,500.00) term life insurance program shall be offered to each regular employee in this bargaining unit with premium entirely paid by the Employer.

ARTICLE XXI

Scope, Waiver and Alteration of Agreement

Section 1

No agreement, alteration, understanding, variation waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXII

Binding Effective Agreement

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXIII

Termination, Change or Amendment

This Agreement shall become effective as of November 4, 1991 and remain in full force and effect until June 30, 1994. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such written notice shall be sent by registered mail to the recognized address of the other and shall be deposited at least ninety (90) days prior to the anniversary of this Agreement.

BOARD OF EDUCATION
JONESVILLE COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547 A,B,C, AFL CIO

Dennis J. Howard
President

Pip Bellroy
Business Manager

Robert L. Luke
Secretary

Robert D. Jones
President

John L. Prater
Treasurer

Jennifer L. Trudeau
Recording Corresponding Secretary

Dennis M. McCoub
Superintendent

APPENDIX "A"

WAGE SCHEDULE

Effective: November 4, 1991 through June 30, 1994

CLASSIFICATION		STANDARD RATE		
		1991-92	1992-93	1993-94
Cafeteria Helper	0	\$6.00	\$6.24	\$6.48
	1	6.28	6.52	6.76
	2	6.63	6.93	7.24
Cook Manager		7.48	7.82	8.17

	PROBATIONARY RATE		
	1991-92	1992-93	1993-94
Cafeteria Helper	\$5.78	\$5.98	\$6.18
Cook Manager	6.70	6.90	7.10

Longevity

Employees will receive longevity pay at the end of each year following this schedule based upon their years of service in the district.

15 or more years	\$175
10 or more years	\$125
5 or more years	\$ 75

Special Dinners and Banquets

Employees who work on special dinners or banquets outside of their normal work hours or on Saturday or Sunday shall be paid at the flat rate of \$8.00 per hour for all hours worked.

APPENDIX "B"

WAIVER CLAUSE

Regular employees working less than full time (6 - 6½ hours) will be given the first opportunity to work the schedule of full time employees during their absence.

Those employees not wishing to be considered for the extra hours must sign a waiver annually to that effect. The waiver may be revoked by an employee at anytime during the year should their personal situation change.

Employees who do not wish to work at special dinners and banquets are required to sign a waiver annually to that effect.